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WELLS FARGO BANK, N.A. successor by merger to
WELLS FARGO HOME MORTGAGE, INC. its successors and/or assigns

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA - MODESTO DIVISION

In re

GARY R. JOHNSON and
TERRI A. JOHNSON,

Debtor.

WELLS FARGO BANK, N.A.
successor by merger to WELLS
FARGO HOME MORTGAGE, INC.
its successors and/or assigns,

Movant,

-vs-

GARY R. JOHNSON; TERRI A.
JOHNSON; Chapter 11 Trustee not
assigned,

Respondents.

Case No: 09-92901-RS

DCN: TJS-001

Chapter 11

**DECLARATION IN SUPPORT OF
MOTION FOR RELIEF FROM
AUTOMATIC STAY**

Date: February 23, 2011

Time: 10:00 a.m.

Dept: E

Location: 1200 I Street, Modesto,
California

The Courtroom of the Honorable Ronald
H. Sargis

I, Teresa Diaz-Cochran, declare:

1. I am employed as a VP Loan Documentation by WELLS FARGO BANK, N.A.
successor by merger to WELLS FARGO HOME MORTGAGE, INC. its successors and/or
assigns ("Movant"). In that capacity, I have been charged with the responsibility for handling the
collection of certain loans owned by Movant which have become delinquent. I am the officer of
Movant who is primarily responsible for securing payment of Movant's loan to the Debtors,
GARY R. JOHNSON and TERRI A. JOHNSON ("Debtors").

1 2. I have custody and control of Movant's business records and documents relating
2 to its loan to the Debtors. These records were prepared in the regular course of Movant's
3 business at or near the time of the act, condition, or event to which they relate. Such records
4 were prepared in the ordinary course of business by Movant by a person employed by Movant.
5 who has personal knowledge of the event being recorded and who has a business duty to Movant
6 to make a record of such event.

7 3. On or about December 6, 2005, the Debtors executed and delivered to Movant's
8 predecessor-in-interest Wells Fargo Home Mortgage of Hawaii, LLC ("Wells Fargo") a written
9 Initial Interest Adjustable Rate Note ("Note"), for value received. Pursuant to the terms of Note,
10 the Debtors promised to pay the principal sum of \$640,000.00 at an initial interest rate of
11 6.250%, commencing on or about February 1, 2006, and continuing until January 1, 2036. A true
12 and correct copy of the Note is attached as Exhibit "1" to the Exhibit Index filed concurrently
13 herewith. The current monthly payment is \$3,746.50 of which \$420.49 is for the impound. Late
14 charges are assessed at \$.00 while Debtors are in bankruptcy.

15 4. To secure repayment of Note, on or about December 6, 2005, the Debtors granted
16 to Wells Fargo a beneficial interest under a first priority Deed of Trust. This Deed of Trust
17 encumbers residential real property located at 5-5471 Kuhio Hwy #A, Hanalei, Hawaii 96714
18 (the "property"). The Deed of Trust was recorded in the Official Records of the County of Kauai,
19 State of Hawaii. A true and correct copy of the Deed of Trust is attached as Exhibit "2" to the
20 Exhibit Index filed concurrently herewith.

21 5. On or after December 18, 2006, Movant acquired the loan from Wells Fargo.
22 WELLS FARGO BANK, N.A. is the duly authorized servicer of this loan for Movant. A true
23 and correct copy of the Assignment of Deed of Trust recorded on January 30, 2007 is attached as
24 Exhibit "3" to the Exhibit Index filed concurrently herewith.

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1 6. On April 1, 2009, the Debtors defaulted under the terms of the Note, by failing to
2 make the monthly payment due on that date. The Debtors have failed to make all consecutive
3 monthly payments on the Note due thereafter to Movant. Contractual arrearages now exist in the
4 amount of \$80,073.57, representing twenty-one (21) payments, accrued late charges, and other
5 fees and costs. An additional payment is due on January 1, 2011 in the amount of \$3,746.50.
6 Arrearages are as follow:

7 4/1/09 - 9/1/09 payments of \$3,789.34 each	\$22,736.04
8 10/1/09 - 12/1/10 payments of \$3,746.50 each	\$56,197.50
9 Accrued late charges	\$3,326.00
10 Property Inspection Fees	\$30.00
11 Corporate Advances	\$3,984.03
12 Attorneys' Fees and Costs for Motion	<u>\$800.00</u>
13 Total Arrearages	\$80,073.57

14 7. The last payment was received on February 16, 2009, representing the March 1,
15 2009 mortgage payment.

16 8. On or about September 15, 2009, without the knowledge of the Debtors filing this
17 case, Movant recorded a Notice of Mortgagee's Intention to Foreclose Under Power of Sale.

18 9. The total amount due and owing to Movant on the Note as of December 21, 2010
19 is \$722,341.11, excluding attorney's fees and costs.

20 10. I am informed and believe that the liens encumbering the property are as follows:

21 (a) A First Deed of Trust in favor of Movant securing an approximate total
22 obligation of \$722,341.11.

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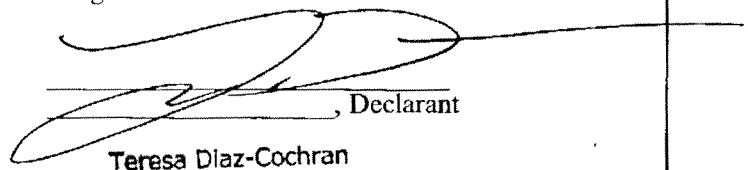
1 11. Based upon a Broker's Price Opinion, I am informed that the fair market "As Is"
2 value of the property is no more than \$625,000.00. A true and correct copy of the Broker's Price
3 Opinion is attached as Exhibit "4" to the Exhibit Index filed concurrently herewith.

4 I have personal knowledge of the foregoing facts and if called upon as a witness I could
5 and would competently testify thereto.

6 I declare under penalty of perjury that the foregoing is true and correct, and as to those
7 matters testified to on information and belief, I believe them to be true.

8 Executed this 21 day of 1, 2011, at Fort Mill, SC (City and
9 State).

10 WELLS FARGO BANK, N.A. successor by
11 merger to WELLS FARGO HOME
12 MORTGAGE, INC. its successors and/or
13 assigns

14 
15 _____, Declarant
16 Teresa Diaz-Cochran

17 VP Loan Documentation
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